

I hereby certify that the attached document is a true copy
of the original.

Dated this 6th day of Oct. 1972.

Robert C. Cates
Notary Public

(NOTARIAL SEAL)

My commission expires 8/22/75

6768

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NOTARY PUBLIC COMMISSION

ASSIGNMENT TO LEASE OF RAILWAY BOX CARS

In consideration of one dollar (\$1.00) to the undersigned in hand paid, and of good and valuable consideration, the undersigned, being the Lessor described in an agreement of lease dated September 21, 1971 between Chicago Freight Car Leasing Co., Lessor, and Detroit, Toledo & Ironton Railroad Company, Lessee, for the lease of 100 railway box cars, hereby transfers, assigns, and sets over to Chicago Freight Car Company, an Illinois corporation, and to its successors and assigns, its entire interest in and to the within lease and all rental earnings of said cars due or payable because of this lease.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its officers thereunto duly authorized the First day of December 1971.

CHICAGO FREIGHT CAR LEASING CO.

ATTEST:

By

Robert M. Loner
President

Louis O. Slom
Secretary

LEASE OF RAILWAY CARS

THIS AGREEMENT, made and entered into this 21st day of September, 19 71, by and between CHICAGO FREIGHT CAR LEASING CO., a coproration of Delaware, hereinafter called "Car Company" as Lessor, and DETROIT, TOLEDO & IRONTON RAILROAD COMPANY, a corporation of Delaware, hereinafter called the "Lessee."

WITNESSETH:

*W Rec
RMS* WHEREAS, Car Company is willing to lease one hundred (100) ~~reconditioned~~ ^{rebuilt} 70 ton, 50'6" railway box cars and Lessee is desirous of leasing said cars ~~reconditioned~~ ^{rebuilt} in accordance with Car Company's repair specifications attached.

NOW THEREFORE, in consideration of the premises and of the covenants, promises and undertakings of the parties hereto as hereinafter contained, it is agreed as follows:

1. Car Company agrees to deliver to Lessee at Car Company's works at Chicago, Illinois, in lots as the cars are completed, 100 railway cars as described above. Car Company guarantees that the cars, when delivered, will comply with AAR Rule 88 mechanical requirements for AAR Rebuilt recognition. Lessee shall make inspection and acceptance of each of said cars as comply with the above specification at point of shipment.
2. This lease shall become effective as of the date hereof, and shall continue in full force and effect for 15 years after the average in-service date of all cars delivered.
3. Lessee covenants and agrees to pay rent to Car Company for the use of each of said leased cars at the rate of \$174.00 per car per calendar month during the term of this lease beginning on the date of acceptance or shipment of each car by the Car Company from the point of delivery, and until the car is returned to Car Company. Payment shall be due on the first day of each month for the same month.
4. Subject to provisions of this lease, Lessee shall have exclusive use and control of each of said accepted cars during the term of this lease. During the term of this lease, said leased cars shall carry the name, serial numbers and reporting marks of the Lessee.
5. Car Company, during the period of this lease, shall have the right and privilege of showing its ownership of said cars and the existence of this lease, by stencilled legends of the usual size and type for this purpose. In the exercise of its said right and privilege, Car Company shall initially apply such stencilled legends. Thereafter, Lessee, at its sole expense, will maintain such ownership legends in good and legible condition.

6. It is understood that said cars shall be ~~rebuilt~~ ^{rebuilt} ~~reconditioned~~ ^{Rebuilt} equipment when delivered to the Lessee, and Lessee proposes to lease each accepted car as it stands at time of acceptance. Lessee shall be solely responsible for all repairs which may be necessary to maintain each of accepted cars in good operating condition, thereafter during the term of this lease. No change shall be made in construction or design of the car by the Lessee, without written approval of Car Company.

7. Provided Lessee shall not be in default under any provision of this lease, Lessee shall be entitled to receive and retain mileage, per diem and/or other car rentals and charges which may accrue upon or in connection with any of said leased cars while on the rails of any other railroad or company. To accomplish the above, Lessee shall cause said leased cars to be listed under its name in the "Official Railroad Equipment Register," and shall be entitled to receive all mileage, junction, per diem and other reports normally received by the car owner of any railroad or terminal company.

8. In the event of total destruction of any of the cars covered by the lease, the Car Company shall be compensated by the Lessee for the loss of the car in accordance with applicable Association of American Railroad rules. Rental for any such destroyed car shall cease effective with the date of destruction.

9. It is expressly understood and agreed that the Lessee assumes responsibility for:

- (a) Damage to all or any of said leased cars
- (b) Any claims or expenses arising out of or through the operation of said cars under this lease by the Lessee for or on account of damage to or destruction of any other property or for or on account of personal injuries (whether or not resulting in death or otherwise) to any person whether or not an employee of the Lessee.
- (c) Switching or other transportation charges of any other railroad or terminal company
- (d) Damage to or loss of the whole or any part of any shipments carried in any of said cars

The Lessee shall indemnify, protect and hold Car Company harmless against any and all such claims, charges, costs, expenses, suits or actions.

10. Lessee will prepare and file at its own expense, all schedules, reports or statements, as required by any local, state or provincial taxing or regulating authorities, boards, or commissions in the United States, Republic of Mexico, and Commonwealth of Canada with respect to said leased cars. Lessee will pay directly at its own expense, any taxes levied on or with respect to any of said cars or the use thereof. It is understood and agreed that the above taxes are of the property tax type whether based on valuation, mileage or other basis.

11. Lessee shall not pledge, mortgage or otherwise encumber or dispose of the cars, and shall suffer no lien or encumbrance to attach or remain thereon. Lessee shall not allow the name of any person, association or organization to be placed on the cars in such a way that it might be in the claim of ownership by any person other than Car Company, but Car Company shall apply Lessee's reporting marks and numbers to such cars in accordance with AAR Rules, and Lessee shall maintain such markings thereafter.

12. Upon termination of this lease in accordance with provisions hereto, or upon failure of Lessee to cure the breach of any condition or covenants herein by it within thirty (30) days after written notice thereof by Car Company to Lessee, Lessee shall deliver said leased cars in such a condition as to meet interchange requirements for safe movement, free and clear of any and all transportation charges to the Car Company at Chicago, Illinois. If Lessee shall fail or refuse to deliver said cars as aforesaid, Car Company shall have the right, without further notice or demand, and, in addition to, and without constituting a waiver of, any other remedy, claim or right hereunder or at law, to terminate this lease and to take possession of said cars wherever found and remove them at Lessee's expense, and for such purpose only Lessee authorizes Car Company to enter any premises occupied by the Lessee.

13. This lease and the terms, provisions and covenants herein contained, shall extend to and be binding upon, and shall inure to the benefit of the respective successors and assigns of the respective parties hereto.

14. Payment of one hundred seventy-four dollars (\$174.00) per car per month as provided in paragraph 3 page 1 of this lease shall be reduced under the following conditions:-

In the event the United States Congress enacts into law an "Investment Tax Credit" for Income Tax Purposes a reduction of \$1.00 per car per calendar month will be allowed for each one (1%) said "Credit" exceeds seven (7%) provided that the leased freight cars qualify for the "Investment Tax Credit".

Rec'd
RMS

IN WITNESS WHEREOF, Car Company and Lessee respectively, each pursuant to due corporate authority, have caused these presents to be executed and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

CHICAGO FREIGHT CAR LEASING CO.

ATTEST:

Louis O. Slom
Secretary

By Robert M. Lassar
President

DETROIT, TOLEDO & IRONTON RAILROAD COMPANY

ATTEST:

R. B. Courtney

By Charles J. Tordella

STATE OF ILLINOIS)

COUNTY OF COOK)

SS

On this 22nd day of Sept., 1971, before me personally appeared R. M. SASSER to me personally known, who being by me duly sworn, says that he is President of the CHICAGO FREIGHT CAR LEASING CO., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert C. Oates
Notary Public

(NOTARIAL SEAL)

My Commission expires Aug. 1975

STATE OF)

~~MICHIGAN~~)

COUNTY OF)
WAYNE)

SS

On this 21st day of September 1971, before me personally appeared C. L. Towle to me personally known, who being by me duly sworn, says that he is President of the DETROIT, TOLEDO & IRONTON RAILROAD COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marion A. Towle
Notary Public

(NOTARIAL SEAL)

My Commission expires May 22, 1972

REPAIR SCHEDULE
for

DT&I 50' BOX CAR REBUILDING PROGRAM

1. Remove all flooring, side lining and end lining.
2. Sandblast exterior sides and ends of car body. Clean underframe of loose scale and other foreign matter.
3. Remove existing bolsters and draft sills and apply new 70 ton capacity cast steel underframe ends per DT&I drawing W-10091.
4. Assemble and apply 70 ton trucks meeting AAR rebuilt Rule 88 requirements, consisting of the following principal materials:
 - (a) 45 car sets DT&I side frames, pattern 21980-M converted for roller bearing application, and bolsters pattern 21732-B1
 - (b) 55 car sets second hand serviceable 70 ton side frames and bolsters (CFC ownership) as removed from trucks having built-in snubbing feature. Side frames to be converted for roller bearing application.
 - (c) All new CJ-33 "U" one wear cast steel wheels mounted on 6 x 11" D-11 M-101 axles and new AAR Group B, Conditionally approved roller bearings.
 - (d) New ride element friction castings, wear plates and springs.
 - (e) New, or gauged and tested long travel load spring groupings.
 - (f) Reconditioned #18 brake beams applied.
5. Remove existing double doors and door posts, and modify opening per DT&I drawing #70-42906 for the application of new 10'0" Camel doors (drg. #14467). Apply side plate reinforcement extension bars in accordance with DT&I drawing Y-10100.
6. Apply extensions to existing side sill reinforcing channels, for cars not already so modified, in accordance with DT&I drawing W-5501. Apply 1/2 x 5" x 37'0" reinforcing bars to sub side sill channels in accordance with DT&I drawing W-10069.
7. Floor stringers application to be in accordance with DT&I drawing W-10072. New 2 1/4" thick, vertical grain, laminate type deck applied in door area (approximately 12'0") and new 2 1/4" horizontal laminate type decking in balance of car. Apply decking in accordance with drawing W-10072 plan, using Townsend or Huck type fasteners and floor clips.

8. Install new 13/16 AAR standard T&G type or 3/4" plywood side and end lining, our option.
9. Rework air brake system in accordance with DT&I drawing V-10071, including application of new ABD valve, new automatic slack adjusters, new 3 position retainer valves, reconditioned "O" ring key angle and cut out cocks, and the refinements necessary under Rule 88 mechanical requirements for AAR rebuilt cars.
10. Perform general repairs to underframe and body and safety appliances as required for cars to meet current interchange requirements.
11. Finish paint and stencil cars in accordance with attached schedule. Light weigh and stencil cars and apply ACI labels.

PAINTING PROCEDURE

for Repaired Box Cars

1. PREPARATION

- a. Old paint is removed from sides and ends by sandblasting (followed immediately by first coat of paint).
- b. Underframes are cleaned of loose scale and other foreign matter.
- c. Truck side frames and bolsters are steam cleaned.

2. PAINTING

- a. Finish painting shall be to the standard colors of the customer, but type of paint systems must be compatible with our equipment and shop layout.
- b. Finish on exterior sides and ends shall have a dry film thickness of not less than three mils.
- c. Interior of steel sides and ends, 18" up from side and end sills, receive one coat of paint, of the same type applied to the exterior of the car.
- d. Trucks receive one coat of light bodied black paint.
- e. Cars equipped with new roofs are not painted on the interiors or exteriors of the new roof sheets.
- f. Cars equipped with existing roofs receive one coat of paint common to the sides and ends.
- g. No interior finish is applied to sides, ends, roofs or floors, however floors are caulked on ends as necessary.

3. STENCILLING

- a. Cars shall carry all required AAR stencilling information.
- b. Customer's name in 9" block letters and reporting marks in 7" block letters will be applied as part of the standard stencilling procedure.
- c. Customer's monograms or slogans are not considered part of the standard stencilling procedure and prices covering would be made on application. Customer can reduce this extra cost by:

(1) Furnishing decals or

(2) Furnishing the monogram stencils